

MASTER CONTRACT
BETWEEN THE
NORTH CEDAR
EDUCATION ASSOCIATION
AND THE
NORTH CEDAR
COMMUNITY SCHOOL
DISTRICT
FOR SCHOOL YEAR
2007 – 2008

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ARTICLE I

GRIEVANCE PROCEDURES

A. Definition

A grievance is a claim by an employee who is a member of the bargaining unit, a group of employees in the bargaining unit or the Association, that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. The employee, group of employees, or Association filing such a claim shall hereafter be known as the grievant. A grievant shall be free to adjust individual complaints with the employer without Association representation. However, at no time will a grievant be denied Association representation if requested by the grievant.

B. Procedure

1. Purpose

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of a grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement. Any prescribed time limits shall be converted to calendar days during the months of June, July and August.

3. Level One - Principal (Informal)

The grievant shall first discuss it with his/her principal, either directly or through the Association's designated representative, within ten (10) school days of the occurrence of the alleged violation, with the objective of resolving the matter informally.

4. Level Two - Principal (Formal)

If the grievance cannot be resolved informally at Level I, the grievant may invoke the formal grievance procedure by filing the form set forth in Schedule C. A copy of the grievance form shall be delivered to the appropriate Principal. If the grievance involves more than one school building it shall be filed with each principal involved. The filing of the formal written grievance at Level II must be within ten (10) school days from the Level I principal response. Within seven (7) school days after the principal has received the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved and his/her representative, if requested, to discuss the alleged grievance and attempt to resolve same. The appropriate principal(s) shall indicate the disposition of the grievance in writing within seven (7) school days following the mutually agreed upon meeting and shall furnish a copy thereof to the grievant and his/her designee. If the grievant or the Association is not satisfied with the disposition, the grievance may be filed at Level Three by the grievant within five (5) school day

5. Level Three – Superintendent

The Superintendent or his/her designee shall meet with the grievant and /or designee within seven (7) school days or receipt of the grievance. The Superintendent and/or designee shall indicate disposition of the grievance in writing and shall furnish a copy thereof to the grievant and/or designee within seven (7) school days of the meeting in Level III

6. Level Four

If the grievance is not resolved satisfactorily at Level Three, there shall be available a fourth level of binding arbitration. The Association may submit, in writing, a request on behalf of the grievant to the Superintendent within twenty (20) school days from receipt of the Level Three disposition to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by two parties from a list of seven arbitrators provided by PERB. The parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within three (3) school days and the other names shall be removed alternately, each party having one (1) additional day to remove a name. The person whose name remains shall be the arbitrator.

The arbitrator so selected shall confer with the representative of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issue are submitted. The arbitrator's binding decision shall be in writing and shall set forth the finding of fact, reasoning and conclusion on the issues submitted. The arbitrator's opinion shall not amend, modify, nullify, ignore or add to the provision of the Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue(s) presented in writing by the school district and the Association, and the decision must be based solely and only upon the interpretation of the meaning or application of the express relevant language of the Agreement.

7. Expense

Expenses for the Arbitrator's services shall be borne equally by the school district and the Association. Any other expenses incurred shall be paid by the party incurring same.

8. Miscellaneous

- a. All documents, communications, and records dealing with the presenting of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- b. All meetings and hearings, under the procedure, shall be conducted in private and shall include only witnesses, the grievant, and their designated or selected representatives heretofore referred to in this article.
- c. All grievances shall be processed outside the employee's work day unless agreed to by the Superintendent or designee.

ARTICLE II DUES DEDUCTION

A. Authorization

Any employee who is a member of the North Cedar Education Association or who applied for membership, may deliver to the Association an assignment authorizing payroll deduction of Association dues in equal installments beginning in October and ending in July. It is entirely the responsibility of the Association to transmit these wishes to the Board by September 20th of each contract year.

B. Duration

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board and to the Association.

C. Termination

The Board of Education will not be responsible for unpaid dues of employees terminating employment prior to the end of that school year.

- D. **Transmission of Dues**
The Board shall transmit to the Association the total monthly deduction of Association dues. A list of participating members need not be transmitted. For the purpose of this agreement, dues shall include only duly authorized professional association dues and shall not include initiation fees, special assessments, back dues, fines or similar items.
- E. The Association agrees to release and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits or other form of liability and all court costs arising out of the application of the provisions of this Article and the agreement between the parties for dues deduction.

ARTICLE III WAGES & SALARY

- A. **Schedule**
The regular salary of each employee in the bargaining unit shall be as set forth in Schedule A and Schedule B, which are attached hereto and made a part thereof. The base salary for the 2007-2008 school year will be \$25,075.
- B. **Placement on Salary Schedule**
1. **Adjustment to Salary Schedule**
Each employee shall be placed in his proper step of the salary schedule as of the effective date of the Agreement and in accordance with paragraph two (2). Any employee hired prior to the end of the first semester of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.
2. **Credit for Experience**
Credit on the salary schedule will be given for previous teaching experience up to seven (7) years as a certified teacher in a duly accredited school. The Board shall be permitted to waive this seven (7) year limit to grant further experience up to the maximum step in the appropriate lane on Schedule A.
- C. **Advancement on Salary Schedule**
1. **Increments**
Employees on the regular salary schedule shall be granted one increment of vertical step on the schedule for each year of service until the maximum for their educational classification is reached.
2. **Education Lanes**
Employees who move from one educational lane to a higher educational lane on the salary schedule shall move to the corresponding eligible step on the higher lane. Employee educational advancement on the salary schedule shall only be graduate courses within an employee's assigned teaching area and/or those in pursuit of an advance degree in the assigned teaching area. Graduate courses outside the employee's assigned teaching area may be granted at the sole and exclusive discretion of the Superintendent or designee. The employee shall request in writing movement from one lane to another lane and file suitable evidence of additional educational credit with the Superintendent no later than the first day of school. No advances on the salary schedule shall be made during the school year.
- D. **Methods of Payment**
1. **Pay Period**
Each employee shall be paid in twelve (12) equal installments on or before the 20th of each month. All employees will be required to complete electronic deposit forms by September 1 of each year. During the summer months, employees will have the option of receiving three deposits in June or one check each in June, July and August. They will notify the business manager in writing prior to June 1 if they want the three check payments. Employees will receive their payroll receipts at their regular building.

2. **Final Pay**
Employees leaving or retiring from the North Cedar Community School District shall have the option of receiving all or part of his/her earned contracted salary on the June 20th payroll. Each employee shall notify the Superintendent in writing, of his/her desire to exercise this option by April 30th.
3. **Summer Checks**
Summer checks shall be direct deposited or mailed to a specific address as designated by the employee. The checks shall be deposited on the 20th (pay day) unless that day falls on a Saturday or Sunday in which case the checks will be deposited on the previous Friday.

E. Extended Contract

1. **Definition**
Summer employment shall mean employment beginning any day after the regular teaching school year and ending any day prior to the beginning of the next regular teaching school year.
2. **Salary**
Those teachers volunteering for summer teaching shall be paid on Schedule B or on a per diem basis if not specifically listed in Schedule B.
3. **Load**
Summer hours and student contact load shall not be greater than that expected during the regular school year.

ARTICLE IV SUPPLEMENTAL PAY

A. Extra-Curricular Activities

1. **Activities Insurance**
The Board and the Association agree that employees employed in the extra-curricular activities listed in Schedule B are covered by school liability insurance.
2. **Rates of Pay**
Employees shall be compensated according to the rate of pay or other stipulations in Schedule B, which is attached hereto and made a part hereof.

ARTICLE V INSURANCE

All terms and conditions of insurance coverage provided including eligibility for coverage, coverage period, and dates of premium payments necessary for such coverage shall be determined by the insurance carrier (company).

The Board shall have the right at any time to procure the insurance referred to in this Article from any reputable insurance company.

A. Health & Major Medical

The Board shall pay the full cost of single health and major medical insurance. The Board shall pay the full single rate toward family policies.

The Board shall provide hospitalization and health insurance including major medical protection for all employees that are employed at least half-time, according to the following coverage:

1. Benefits

- a. Comprehensive major medical plan with all charges subject to \$500 single deductible and \$1,000 family deductible. 20% single and 40% family coinsurance. Maximum out of pocket expense would be \$750 single and \$1,500 family. Use of Blue Cross/Shield drug card is mandatory with co-pay for prescriptions being \$20/35/50. These amounts do not apply to any deductible. Office visit co-pay is \$20.
- b. Basic surgical benefits--usual, customary, and reasonable.
- c. Basic medical expense benefit--pays for 365 days of in-hospital x-ray and laboratory services.
- d. Diagnostic x-ray and laboratory benefit--out-of-hospital x-ray and laboratory services subject to usual, customary, and reasonable.
- e. Maximum benefit payable is \$2 million lifetime.
- f. Medicare is secondary if still working after age 65. If retired and age 65, Medicare is primary – no coverage with the school.

2. Coverage

The health insurance shall be for twelve (12) consecutive months in each year beginning July 1 and ending June 30. Commencing with the 2004-2005 school year employees new to the district must take insurance. The single insurance to begin coverage September 1st. Applications for coverage after November 1st are subject to rules and regulations of the company providing such insurance.

3. Continuation

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrued, the above mentioned health insurance benefits shall continue if the person continues as an employee throughout the balance of the school year. Employees on paid leave shall continue to have Board contributions made according to the level described above.

4. Premium

FOR THOSE TAKING SINGLE INSURANCE COVERAGE: The Board will pay the premium for single coverage and will also pay for a tax-sheltered annuity at the rate of \$115 per month. All tax-sheltered annuities must be purchased from one carrier.

FOR THOSE TAKING FAMILY INSURANCE: The Board will pay the cost of a single premium plus an additional \$115 per month toward the cost of the premium of family insurance.

FOR THOSE TAKING NO INSURANCE: (All teachers hired after the 2003-2004 school year are required to take a single policy.) The Board will pay \$115 per month to an annuity for the family premium and a flat dollar amount of \$225 per month added to monthly payroll. The balance of the single premium will be placed in the self-funded pool for health insurance. The employee shall show proof of substantially similar coverage in effect, from another source, before qualifying for the payout in this paragraph.

B. School Liability

Employees shall be covered by a school-financed liability insurance covering job-related performance of duties.

ARTICLE VI LEAVES

A. Sick Leave

1. "Sick Leave" shall be defined as personal illness or disability of the employee and not members of the employee's family.
2. Each employee shall be entitled to sick leave as follows:

1 st year in district	10 days
2 nd year in district	11 days
3 rd year in district	12 days
4 th year in district	13 days
5 th year in district	14 days
6 th year in district	15 days
Each year thereafter	15 days

Unused sick leave, which includes the current year's allowance, shall accumulate up to a total of 120 days. The minimal unit of usage of sick leave shall be one-half day. Once a person has met the maximum of 120 days, he or she will start the following year with 135 days. However, he/she will only carryover a maximum of 120 days to the following year.

3. In case of suspected misuse of sick leave by an employee, the Board of its designee may require such person to furnish reasonable evidence as it may desire confirming the necessity for sick leave.
4. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.
5. Sick leave shall not be granted for employee elective surgery unless employee's physical certifies such surgery is necessary.

B. Family Leave Clause

Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and regulations issued implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract nor are pre-existing family or medical leave provisions of this contract diminished by the inclusion of this provision in this contract.

C. Personal Leave

Each employee is entitled to two (2) days each year of personal leave. Unused personal leave shall accumulate up to a total of three (3) days. Only two (2) certified teachers per building will be given personal leave on any one (1) day. Those applying first shall have priority. On the day preceding or following holidays or vacations only one (1) certified teacher per building will be given personal leave except in emergency cases upon the sole discretion of the Superintendent. Employees are encouraged to give notice to the Superintendent or designee at least five (5) days in advance of the date of leave requested.

By May 15 of each year, any teacher who has not used all of his/her personal days may notify his/her principal and request to be paid for one (1) to three (3) unused personal days. The building principal will fill out a purchase order listing all the teachers in his/her building who are making requests for payment of unused personal days. The district will pay at the current substitute pay rate for unused personal days. The pay will be added to either the June or July payroll.

D. Family Emergency Leave

A maximum of five (5) sick leave days per year shall be granted for a family member's illness or injury. Other

emergencies may be granted at the discretion of the superintendent. Family members are defined as spouse, children, mother, father, siblings, mother-in-law, and father-in-law. These days will be deducted from the employee's sick leave accumulation.

E. Bereavement Leave

Bereavement leave will be granted per each occurrence with full pay for the following: five (5) days for spouse, child, parent; three (3) days for parent-in-law, sister, and brother; and one (1) day for grandparent, brother-in-law, sister-in-law. One (1) additional day or two (2) half days per year will be given for relative/friend.

F. Association Leave (non-cumulative)

A total of four (4) days will be available for up to two (2) representatives of the NCEA to attend conferences, conventions, or other activities of the ECUU, state or national affiliated organizations on a given day. This total (four paid days) is a grand total for the entire faculty, and it shall not be interpreted that each employee is entitled to four (4) days. The Association will pay the cost of substitute teacher.

G. Leave without Pay for Educational Study/Involvement

A leave of absence after seven (7) years on staff, without pay or benefits for one (1) school year, may be granted to any certified employee for the purpose of engaging in study at an accredited college or university in a field reasonably related to his/her professional responsibilities or to be employed by VISTA, the National Teachers Corps or to serve as a teacher in any domestic or overseas program or institution providing a suitable replacement can be found and contracted on a one (1) year interim basis. Upon return from such leave, an employee shall be placed in the teaching position at the next step on the salary schedule and maintain the same fringe benefits as he/she would have accrued had he/she taught in the system during such period. A one (1) year leave of absence without pay may be requested once following the end of the seventh (7th), fourteenth (14th), twenty-first (21st), and twenty eighth (28th) year of employment.

Any person hired to replace a certified teacher on this leave (Article VI-F) will be given notice of impending termination according to provision in the Code of Iowa, Chapter(s) 279.12 through 279.18.

H. Jury Duty

1. Any employee called for jury duty during school hours or who is required to appear in court by a subpoena shall be provided such time without the loss of pay. Any per diem fees the employee receives during such leave shall be turned over to the North Cedar School District.
2. When an employee is excused from jury duty, either temporarily or permanently on any working day, the employee shall return to work and shall complete any remaining hours of the working day, if required.

I. Professional Leave

Each employee may be granted two (2) days to be used for the employee's professional leave. Professional leave shall be used at the sole discretion of the building principal for the purpose of:

- Visitation to view other instructional techniques or programs.
- Conferences, workshops or seminars conducted by colleges, universities, or other educational institutions or organizations.
- Additional days required by the administration shall not count towards the above mentioned two (2) days.

J. Sick Leave Bank

A sick leave bank is available to full-time employees on a voluntary basis. No employee shall be eligible to use the sick leave bank until their second (2nd) year of employment at the district. Sick leave bank days may only be used after the employee's accumulated sick leave is exhausted and will continue for an additional five (5) contract days during a school year. Each employee choosing to participate shall contribute one (1) day of sick leave from the current year's allocation. Employees with the maximum accumulated sick leave days may use "the next day" to

contribute to the bank in order to receive (5) additional days during a school year. The days contributed to the bank become the property of the bank and are non-returnable to the employee. Should all sick leave bank days be used in any one school year, no additional days would be granted from the bank. Assets of the bank will accumulate and carry over from one school year to the next. Application for the sick leave bank will be made in writing to the superintendent prior to using. Routine pregnancy and maternity leave are not eligible for sick leave bank days.

Eligible employees are enrolled in the sick leave bank unless the Board Secretary is notified in writing prior to the employee's sixth contract day.

ARTICLE VII EMPLOYEE WORK YEAR

A. Work Year

The school work year shall be a total of 192 days, of which 180 shall be student contact days and twelve (12) non-contact days. The twelve (12) non-contact days shall include the following paid holidays: Labor Day, Thanksgiving, Christmas, New Year's, Presidents' Day, and the remaining days shall be inservice days.

B. Guaranteed Unpaid Leave

The Friday before Easter Sunday (Good Friday) and the Monday following shall be guaranteed unpaid leave days and shall not be included in the yearly school calendar.

ARTICLE VIII EMPLOYEE HOURS AND LOAD

A. Work Day

The normal workday shall be 7:50 A.M. to 3:45 P.M. On Fridays or on days preceding holidays or vacation, the employee's day shall end at the close of the pupil's day provided the employee's responsibilities have been concluded and students under their direction have left the building. The principals will make every attempt (if possible) to allow early dismissals for staff members in unavoidable circumstances. It will be the employee's responsibility to make arrangements or compensation for the time missed.

B. Teaching Load

The daily teacher work load shall not exceed an average of five (5) and one-half (1/2) hours of teaching and supervision time. Duties (including, but not limited to, recess, bus, lunch room, etc.) necessary at the given attendance centers shall be assigned in addition to the 5 and ½ hour teacher work load. Administrators will make every attempt to assign said duties equitably. Each teacher shall be provided preparation time each day.

C. Lunch Period

All employees shall have a minimum daily duty free lunch period of 20 minutes.

D. Staff Meetings

Building principals may use two thirty-minute time period each month to meet with staff before or after the established teacher workday of 7:50 AM to 3:45 PM. Reasonable notice of at least two days will be given prior to such a meeting. Flexible compensation time may be used within a week of the meeting to compensate for the meeting time, however, it is preferable that the compensation time be used the same day as the meeting.

STAFF REDUCTION ARTICLE IX

A. Definition:

A staff reduction occurs when the total number of employees within any given category is reduced.

B. Coverage:

All employees under this agreement.

C. Staff Reduction:

1. Staff reduction will be implemented according to the areas outlined below. The employee being reduced shall be the employee of least district seniority in the grade level/subject area.

a. Elementary

- (1) Classroom Teacher PreK-5
- (2) Guidance
- (3) Resource Room PreK-4
- (4) SCI (special education) PreK-4
- (5) Resource (special education) PreK-4
- (6) Life Skills (special education) PreK-4
- (7) Behavior Disorder (special education) PreK-4
- (8) Special Reading K-5

b. Middle School

- (1) Resource Room 5-8
- (2) SCI (special education) 5-8
- (3) Life Skills (special education) 5-8
- (4) Behavior Disorder (special education) 5-8
- (5) English 6-8
- (6) Foreign Language 6-8
- (7) Math 6-8
- (8) Social Studies 6-8
- (9) Science 6-8
- (10) Guidance
- (11) Home Economics
- (12) Computer Education

c. High School

- (1) Resource Room (special education) 9-12
- (2) SCI (special education) 9-12
- (3) Life Skills (special education) 9-12
- (4) Behavior Disorder (special education) 9-12
- (5) Language Arts 9-12
- (6) Foreign Language 9-12
- (7) Math 9-12
- (8) Social Studies 9-12
- (9) Science 9-12
- (10) Business Education 9-12
- (11) Guidance 9-12
- (12) Agriculture 9-12
- (13) Home Economics 9-12
- (14) Industrial Arts 9-12

- (15) Driver Education 9-12
- (16) Computer Education 9-12

d. District Positions

- (1) Media Specialist K-12
- (2) Talented and Gifted K-12
- (3) At Risk K-12
- (4) Physical Education K-12
- (5) Art K-12
- (6) Music K-12

2. The criteria to be used in determining staff reductions shall be as follows and in the following order:
- 1st Natural Attrition
 - 2nd In district total experience
 - 3rd Total experience (both in and out of the district)
 - 4th Past Performance as determined by administrative evaluations

The first criterion shall be applied whenever possible (retirement or resignation in designated area).

The second criterion shall be applied in the event of no retirements or resignations in a reduced area, and is defined as the number of years actually teaching in the North Cedar Community School District (including the old Lincoln and Clarence-Lowden districts).

The third criterion shall be applied in the event that it is found that criterion two is equal. The following formula shall be used to determine experience as points:

- | | |
|---|-----------|
| a) Full year of experience in either district | 1 point |
| b) One-half (.5) to one year of experience in either district | .5 point |
| c) Full year of experience outside either district | .5 point |
| d) One-half (.5) to one year experience outside either district | .25 point |

If all criterion have been used and found to be equal, the original contract signing date shall be used to determine the order of staff reduction. The "original contract" shall be the most recent contract if an employee resigns from his/her position with North Cedar (including Lincoln and Clarence-Lowden) and is later re-employed by North Cedar.

3. All persons reduced according to the criteria defined in Article IX, Section C#2 shall be placed in a displaced persons pool. This pool shall have the same categories as Article IX, Section C, #1. Beginning with the most senior person in this displaced persons pool, that employee may choose from the following options:
- a) to be involuntarily transferred to any open position for which he/she is certified
 - b) to be involuntarily transferred to another position for which the employee is certified which is currently held by the least senior person.
4. Any employee laid off due to this staff reduction policy shall be recalled if a vacancy exists after transfers have occurred in the area reduced resulting in his/her layoff within two (2) years from the date of the layoff. Refusal to accept a recall position of equal time for any reason disqualifies the employee from further recall rights. The employee shall have not more than five (5) calendar days to respond to a personal contact for recall. Failure to respond within five (5) calendar days shall constitute a refusal and shall cause the employee to forfeit future recall rights.
5. An employee shall not accrue seniority or be entitled to any benefits during the period when he/she is not performing services. An employee who is recalled under this policy shall be credited with the years of experience he/she had immediately prior to reduction and shall be allowed any accumulated benefits in effect at the time the employee was reduced.

ARTICLE X EVALUATION

A. Purpose

The Vision of the North Cedar Community School District is that of a district committed to total excellence. In achieving this excellence, a strong employee evaluation program is essential. The evaluation plan shall be a result of the joint efforts of the board, administration, and staff. The emphasis of evaluation shall be a cooperative effort designed to increase the effectiveness of all staff members.

B. Instrument

The evaluation instrument used shall be developed by an Evaluation Committee composed of teachers, administrators, and a board member. This instrument shall be part of North Cedar Board Policy. Additionally, the state required standards-based teacher evaluation system that meets the expectations of the Iowa Teacher Quality Program will also be part of the program.

C. Schedule

All employees shall be evaluated on a schedule developed by the Evaluation Committee. This evaluation schedule shall be part of North Cedar Board Policy.

D. Right to Grieve

All employee evaluations are to be complete, accurate, and just. Any employee who has received an unsatisfactory rating has the right to grieve said evaluations as incomplete, inaccurate or unjust through the grievance procedure set forth in this contract. Any teacher who has received a notice of termination may not use the arbitration process but must defer the grievance to Iowa Code Chapter 279, teacher termination.

ARTICLE XI TRANSFERS

A. Definition

“Transfers” shall mean movement of an employee to a different elementary grade level, middle school, or high school, to one of the other, a different subject area, or a different building. At no time will employees be transferred either voluntarily or involuntarily into areas in which they are not certified. For employees under employment by the District prior to 1995, certification, for the purpose of this article, shall be defined as meeting D.E. requirements only. For employees hired new to the system beginning with the 1995-1996 year and years thereafter, certification will be defined as follows: a) at the 9-12 grade levels—meeting D.E. criteria; b) at the 6-8 grade levels—having a State of Iowa teaching endorsement in the assigned subject area; and c) at the K-5 levels—meeting D.E. criteria.

B. Voluntary Transfers

1. In the event that an opening occurs due to a resignation, retirement, creation of a new position, or previous transfer, information of this opening shall be posted at each center prior to advertising to fill the position.
2. A written statement of desire to transfer must be filed with the Superintendent. This should include the change the employee desires to make.
3. If only one employee requests to be transferred to the open position, the employee shall be granted the transfer provided they are certified for the position.
4. If two or more employees request to be transferred to the open position, one of the employees shall be granted the position as determined by the administration.

5. The Administration may choose not to grant a transfer request to an employee who has not completed the required probationary period. The state requires three years of probation for a new teacher hired after July 1, 1998, and one year for experienced teachers who have served a probationary period in another school.

C. Involuntary Transfer

1. This type of transfer will be used only in case of emergency, to enhance the educational program, and/or to take the fullest advantage of school facilities. The decision to implement transfer shall be the responsibility of the Superintendent.
2. If the Administration determines a need for an involuntary transfer, they may ask for a volunteer from those who are currently teaching the grade level or subject area that is affected. If an employee agrees to make this involuntary transfer, that employee retains their right to be reinstated to the original position when it is recreated.
3. If no one volunteers, the employee being transferred shall be the employee of least district seniority in the grade level/subject area as outlined in Article IX.
4. The employee to be involuntarily transferred, shall have the option to:
 - a) be transferred to any open position for which he/she is certified or
 - b) be transferred to the position to which he/she is certified which is currently filled by the least senior person. The least senior person will then move to an open position if available.
5. Notice of an involuntary transfer shall be given in writing to the employee prior to the issue of contracts in the spring.
6. If the position which caused the original involuntary transfer is recreated, the employee who was transferred from it shall have first choice at being reinstated in the position.

ARTICLE XII HEALTH PROVISIONS

A. Physical Examinations

A Physical examination by a licensed physician shall be required of all personnel upon their initial appointment.

Forms for the examination will be provided by the school district. New employees shall return the completed examination form to the Superintendent's office not later than the first day of school.

The School District shall pay the cost of the initial teacher's physical examination up to a maximum of forty dollars (\$40.00).

The School District shall not be required to reimburse any employee for further examination of subsequent treatment where the required examination discloses a health problem.

ARTICLE XIII EDUCATIONAL EXCELLENCE PROGRAM

- A.** Payment of Phase II funds shall be disbursed according to the following formula: Phase II funds divided by current year multiplier times each staff member's Schedule A index number. Method of payment to be mutually agreed upon.

- B. The agreements reached by the parties to implement Phase II plans will not be preferential if the district no longer receives funding for the Phase II plans under any name or as part of the district's state aid.

ARTICLE XV COMPLIANCE AND DURATION

A. Separability

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be brought into compliance with the law to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

B. Printing Agreement

Within forty-five (45) days after this Agreement is ratified by the Board and Association, copies of this Agreement shall be reproduced. The Board and the Association shall share equally in the cost of reproduction. The Agreement shall be presented to all employees now employed or hereafter employed. Twenty-four additional copies shall be printed to be shared equally between the Board and Association.

C. Notices

Whenever any notice is required to be given to either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by certified letter or written personal acknowledgement to the spokesperson of the other negotiating team or to the president of the other body.

D. Successor Agreement

Either party may give written notice to the other party to negotiate a Successor Agreement not less than one hundred fifty (150) days prior to the District's budget certification day, as established by the Code of Iowa.

Upon receipt of the notice, the negotiation team representing the Board and the negotiation team representing the Association shall meet for the purpose of negotiating whenever a mutually agreeable meeting time can be established.

E. Automatic Renewal of Agreement

If neither party notifies the other of its intent to negotiate a successor agreement by the date stated in Section D above, the current Agreement shall automatically continue in force and be in effect for an equivalent period.

F. Duration Period

The language in this Agreement shall be in effect as of July 1, 2007, and shall continue in effect until June 30, 2008.

Schedule A and Schedule B in this Agreement shall be in effect as of July 1, 2007 and shall continue in effect until June 30, 2008.

G. Signature Clause

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective negotiators, and their signatures placed thereon, all on the _____ day of _____, _____.

NORTH CEDAR EDUCATION ASSOCIATION

NORTH CEDAR BOARD OF EDUCATION

BY _____
PRESIDENT

BY _____
PRESIDENT

SCHEDULE B SUPPLEMENTAL PAY SCHEDULE

The following percentage figures are to be applied to the B.A. column of the current Schedule A. Schedule B extends to Step 15. The level will be determined by the number of years experience of the individuals involved in the area for which this pay is made.

SPONSORS

YEARBOOK (DIVIDED BY # OF SPONSORS)	4
NEWSPAPER (DIVIDED BY # OF SPONSORS)	3.5
MIDDLE SCHOOL NEWSPAPER (DIVIDED BY # OF SPONSORS)	2
MIDDLE SCHOOL YEARBOOK	2
SECONDARY CHEERLEADING	10
MIDDLE SCHOOL CHEERLEADING	4
SECONDARY STUDENT COUNCIL (DIVIDED BY # OF SPONSORS)	2.5
MIDDLE SCHOOL STUDENT COUNCIL (DIVIDED BY # OF SPONSORS)	1
JUNIOR CLASS (DIVIDED BY # OF SPONSORS)	6
FUTURE FARMERS OF AMERICA	4
*CO-CURRICULAR ACADEMIC ACTIVITIES	6

*CO-CURRICULAR ACADEMIC ACTIVITIES - 8% (1% for each activity up to 6, to be divided by number of sponsors. These seven activities are: (1) Math Counts, (2) Future Problem Solvers, (3) Invent Iowa, (4) Mock Trial, (5) National Honor Society, (6) Quiz Bowl, (7) Spanish Club, (8) Trail Blazers.

FINE ARTS

LARGE GROUP SPEECH	4
INDIVIDUAL SPEECH	4
SPEECH ASSISTANT - LARGE GROUP	2.5
SPEECH ASSISTANT - INDIVIDUAL	2
MUSICAL PRODUCTION	6
ASSISTANT MUSICAL PRODUCTION	3
ASSISTANT MUSICAL - VOCAL	1
ASSISTANT MUSICAL - PIT BAND DIRECTOR	1
MUSICAL ACCOMPANIST	1
DRAMA PRODUCTION	5
ASSISTANT DRAMA PRODUCTION	3
MIDDLE SCHOOL DRAMA/OPERA	2
VOCAL MUSIC (SECONDARY)	9
INSTRUMENTAL MUSIC (SECONDARY)	10
ASSISTANT MARCHING BAND	1
SIXTH, SEVENTH, EIGHTH GRADE BAND (EACH)	2
FIFTH GRADE BAND (EACH BUILDING)	1
MUSIC CONTEST ASSISTANCE	1
SIXTH, SEVENTH, EIGHTH GRADE CHORUS (EACH)	1

If there is not a Speech Assistant for Large Group, the Large Group Speech will receive 5%.

If there is not a Speech Assistant for Individual Speech, the Individual Speech will receive 5%.

COACHING

*HEAD VARSITY	10
ASSISTANT VARSITY	7
HEAD JUNIOR VARSITY/SOPHOMORE	7
ASSISTANT JUNIOR VARSITY/FRESHMAN	7
GIRLS GOLF	4
BOYS GOLF	4
MIDDLE SCHOOL HEAD COACH	5
MIDDLE SCHOOL ASSISTANT COACH	3
*HEAD VARSITY COACH FOR CROSS COUNTRY WILL BE COMBINED GIRLS AND BOYS.	

CURRICULAR IMPROVEMENT

If no Phase III funds are available, curriculum improvement shall be paid at the rate of fifteen dollars (\$15.00) per hour.

EXTRA DUTY PAY

TICKET SELLING	\$15 PER EVENT
RIDING PEP BUS	\$15 PER EVENT
CROWD CONTROL	\$15 PER EVENT
SCOREKEEPING	\$15 PER EVENT

SATURDAY WRESTLING AND VOLLEYBALL INVITATIONAL WILL BE PAID AS FOLLOWS:

- A. SELLING TICKETS - Two (2) people at three (3) hours each, A.M. and P.M. at five dollars (\$5) per hour equals a minimum of fifteen dollars (\$15).
- B. CROWD CONTROL - Two (2) people at three (3) hours each, A.M. and P.M. at five dollars (\$5) equals a minimum of fifteen dollars (\$15).

Extra pay positions will be assigned on a voluntary basis. If the positions cannot be filled by voluntary sign-ups, they will be assigned by the administration from the secondary staff. The person assigned will be paid automatically.

SUMMER DRIVERS EDUCATION

Summer Driver Education instruction shall be paid at the rate of twenty-four dollars (\$24.00) per hour.

PREP TIME COMPENSATION

Teachers who give up their preparation time to cover the class of an absent teacher will be paid \$10 per period.

SCHEDULE C GRIEVANCE REPORT

Date Filed _____

Distribution of Forms

1. Association
2. Employee
3. Superintendent

Building

Name of Aggrieved Person

=====

LEVEL II

A. Date Alleged Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance* _____

D. Relief Sought* _____

Signature

Date

E. Disposition by Principal _____

Signature

Date

LEVEL III

- A. _____
Signature of Aggrieved Person Date Received by Superintendent
- B. Disposition by Superintendent or Designee _____

Signature of Superintendent or Designee Date _____

=====

LEVEL IV

- A. _____
Signature of Aggrieved Person Signature of Association President
- B. _____
Date Submitted to Arbitration Date Received by Arbitrator
- C. Disposition and Award of Arbitrator* _____

Signature of Arbitrator Date of Decision _____